

THE HONORABLE RICHARD A. JONES

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

ALASKA MARINE LINES, INC,

Plaintiff,

v.

DUNLAP TOWING COMPANY,

Defendant.

Civil Action No. 2:21-cv-00842-RAJ-MLP

IN ADMIRALTY

**DEFENDANT DUNLAP TOWING
COMPANY'S ANSWER TO FIRST
AMENDED COMPLAINT**

Defendant Dunlap Towing Company (“Defendant” or “Dunlap”), by and through its attorneys, Collier Walsh Nakazawa LLP and Blank Rome LLP, hereby answers Plaintiff Alaska Marine Lines, Inc.’s (“Plaintiff” or “AML”) Amended Complaint dated July 22, 2021 as follows:

I. PARTIES

1.1 Denies knowledge or information sufficient to admit or deny the allegations contained in paragraph 1.1 of the Amended Complaint.

1.2 Admits the allegations contained in paragraph 1.2 of the Amended Complaint.

II. JURISDICTION AND VENUE

2.2¹ Admits this Court has jurisdiction pursuant to 28 U.S.C. §1333(1).

2.3 Admits venue is proper and that Dunlap and AML entered into a contractual agreement designating Seattle as the exclusive venue for this litigation.

¹ The Amended Complaint did not include paragraph 2.1, and contains two paragraphs numbered 3.3. For ease of review, this Answer will match the numbering of the Amended Complaint.

III. RELEVANT FACTS

3.1 Admits the allegations contained in paragraph 3.1 of the Amended Complaint.

3.2 Admits the allegations contained in paragraph 3.2 of the Amended Complaint.

3.3 Admits the allegations contained in the first paragraph 3.3 of the Amended Complaint.

3.3 Admits that pursuant to the STC, Dunlap agreed to provide AML with specified tugs including the POLAR KING, on a time charter basis for the purposes stated in the STC, but except as expressly admitted, denies the remaining allegations contained in the second paragraph 3.3 of the Amended Complaint.

3.4 Admits that clause 5.B. of the STC contains provisions concerning the operation of the POLAR KING which speak for themselves, but except as expressly admitted, denies the remaining allegations contained in paragraph 3.4 of the Amended Complaint.

3.5 Denies the allegations contained in paragraph 3.5 of the Amended Complaint.

3.6 Admits that on or about November 9, 2019, pursuant to the STC, the POLAR KING was in the general vicinity of Seymour Narrows, British Columbia, and that POLAR KING was towing the AML barge NANA PROVIDER astern, but except as expressly admitted, denies the remaining allegations contained in paragraph 3.6 of the Amended Complaint.

3.7 Admits Seymour Narrows is part of what is sometimes referred to as the "Inside Passage," but except as expressly admitted, denies the allegations contained in paragraph 3.7 of the Amended Complaint.

3.8 Admits that the NANA PROVIDER ran aground adjacent to Quadra Island on or about November 9, 2019, but except as expressly admitted, denies the allegations contained in paragraph 3.8 of the Amended Complaint.

3.9 Denies knowledge or information sufficient to admit or deny the allegations contained in paragraph 3.9 of the Amended Complaint.

3.10 Admits the NANA PROVIDER was refloated and towed to a repair facility, but except as expressly admitted, denies the allegations contained in paragraph 3.10 of the Amended Complaint.

3.11 Denies knowledge or information sufficient to admit or deny the allegations contained

1 in paragraph 3.11 of the Amended Complaint.

2 **IV. FIRST CAUSE OF ACTION: NEGLIGENCE**

3 4.1 Dunlap repeats and reincorporates by reference paragraphs 1.11 to 3.11 as though fully
4 set forth herein.

5 4.2 Denies the allegations contained in paragraph 4.2 of the Amended Complaint.

6 4.3 Denies the allegations contained in paragraph 4.3 of the Amended Complaint.

7 4.4 Denies the allegations contained in paragraph 4.4 of the Amended Complaint.

8 **V. SECOND CAUSE OF ACTION: BREACH OF CONTRACT**

9 5.1 Dunlap repeats and reincorporates by reference paragraphs 1.11 to 4.4 as though fully
10 set forth herein.

11 5.2 Admits the allegations contained in paragraph 5.2 of the Amended Complaint.

12 5.3 Denies the allegations contained in paragraph 5.3 of the Amended Complaint.

13 5.4 Denies the allegations contained in paragraph 5.4 of the Amended Complaint.

14 5.5 Denies the allegations contained in paragraph 5.5 of the Amended Complaint.

15 **VI: THIRD CAUSE OF ACTION: GROSS NEGLIGENCE**

16 6.1 Dunlap repeats and reincorporates by reference paragraphs 1.11 to 5.5 as though fully
17 set forth herein.

18 6.2 Denies the allegations contained in paragraph 6.2 of the Amended Complaint.

19 6.3 Denies the allegations contained in paragraph 6.3 of the Amended Complaint.

20 6.4 Denies the allegations contained in paragraph 6.4 of the Amended Complaint.

21 6.5 Denies the allegations contained in paragraph 6.5 of the Amended Complaint.

22 **FIRST AFFIRMATIVE DEFENSE**

23 The Amended Complaint fails to state a recognizable and actionable claim upon which relief
24 can be granted.

25 **SECOND AFFIRMATIVE DEFENSE**

26 Defendant gives notice that it intends to rely upon such other affirmative defenses as may
27 become available or apparent during the course of discovery and thus reserves the right to amend this

1 Answer to assert such defenses.

2 **WHEREFORE**, Defendant prays:

3 A. That Plaintiff's claims be denied in full and Plaintiff's Amended Complaint be
4 dismissed; and

5 B. That the Court grant Defendant such other and further relief as may be just and proper.
6

7 Dated this 27th day of July, 2021
8

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